

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

DISTRICT OF NH

FILED

2020 JUL -2 P 7:24

Sensa Verogna, Plaintiff,

v.

Twitter Inc., Defendant.

Case #: 1:20-cv-00536-SM

24 HOUR DEPOSITORY

**PLAINTIFF'S OBJECTION AND MEMORANDUM OF LAW IN OBJECTION TO
TWITTER, INC.'S MOTION TO STAY PROCEEDINGS OBJECTION**

1. Plaintiff files this Objection and Memorandum of Law in support of his Objection to Defendant's Objections contained in [Doc. 24], Twitters Motion to Stay Proceedings.

2. Defendants' Default is "an admission of the facts cited in Plaintiff's Complaint, See Pitts ex rel. Pitts v. Seneca Sports, Inc., 321 F. Supp.2d 1353, 1357 (S.D. Ga. 2004); see also Nishimatsu Constr. Co. v. Houston Nat'l Bank, 515 F.2d 1200, 1204 (5th Cir. 1975), and is sufficient to establish Defendants liability on Plaintiffs stated legal theories in his claims. Here, the Plaintiff has established that Defendants were at the times alleged in the Complaint, a Public Accommodation, a Public Forum, and a State Actor under law, through the well pled facts in his Complaint.

3. Plaintiff Objects to any Stay of the Proceedings as Motions have been filed that need adjudication by the Court. Plaintiff would most certainly be prejudiced should the Court stay the litigation until Twitter's pending motion to dismiss [Doc. 3] is resolved. Plaintiff has Requested for Default by Clerk [Doc. 7], Requested for Default Judgement by Clerk [Doc. 8], and Replies to [Doc. 6 and 7], and Requested a Motion to Strike Defendant's Motion to Dismiss [Doc. 14]. Staying litigation until these motions are resolved would not be economical as they have a good chance to decide this case.

WHEREFORE, the Plaintiff, respectfully requests that this Honorable Court:

A. Order Twitter in Default by Clerk and Declare Default Judgement by Clerk against the Defendant;


B. Deny Twitter's Motion to Dismiss Complaint in its entirety and proceed with discovery in the case;

C. Declare Twitter's CDA is not applicable in these types of actions;

D. Allow Plaintiff to leave and amend complaint to include the newer version of Twitters User Agreement May 25, 2018 version (See Compl., Ex. D-1, at § 4) and to amend any deficiencies in the Complaint; and

E. Grant such other and further relief as may be just and equitable.

Respectfully,



/s/ Plaintiff, Anonymously as Sensa Verogna
SensaVerogna@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of July 2020, the foregoing document was made upon the Defendant, through its attorneys of record to Jonathan M. Eck jeck@orr-reno.com and Julie E. Schwartz, Esq., JSchwartz@perkinscoie.com